



06-11-01

D/H

EXPRESS MAIL NO.: EL 501 740 934 US

FORM PTO-1594  
1-31-92

06-28-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner

101763899  
Box Assignment, Washington, DC 20231

Attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Hollywood Entertainment Corporation  
25600 S.W. Parkway Center Drive  
Wilsonville, OR 97070

6-8-01

- ☐ Individual(s)  
☐ General Partnership  
☒ Corporation - Oregon  
☐ Other
- ☐ Association  
☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment  
☒ Security Agreement  
☐ Other
- ☐ Merger  
☐ Change of Name

Execution Date: August 2, 2000

## 2. Name and address of receiving party(ies):

Name: Société Générale

Internal Address:

Street Address: 1221 Avenue of the Americas

City New York State NY ZIP 10020

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation - France  
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☒ Yes ☐ No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached? ☒ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No(s) 75/932,349

B. Trademark registration No(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

PENNIE & EDMONDS LLP  
1155 Avenue of the Americas  
New York, NY 10036

Attn.: Jennifer A. Hamilton, Esq.

File No.: 010148-0006-999

## 6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Please charge to the deposit account listed in Section 8.

## 8. Deposit account number:

16-1150

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer A. Hamilton, Esq.

Reg. No.

Signature

June 8, 2001

Date

Total number of pages comprising cover sheet: 86

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

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NY2 - 1208039.1

TRADEMARK  
REEL: 002321 FRAME: 0539



EXPRESS MAIL NO.:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Sir:

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Jonathan E. Moskin, Esq., of PENNIE & EDMONDS LLP, located at 1155 Avenue of the Americas, New York, New York 10036, is hereby designed domestic representative upon whom all notices and processes in proceedings affecting the maintenance and/or registration issuing hereon may be served.

Date: August 2, 2000

Respectfully Submitted,

SOCIETE GENERALE, as Agent

By: 

Name: Robert H. Taplett

Title: Director

NY2 - 1099490.1

**AMENDMENT TO TRADEMARK MORTGAGE AND SECURITY  
AGREEMENT**



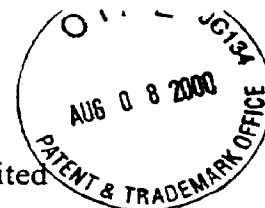
This AMENDMENT TO TRADEMARK MORTGAGE AND SECURITY AGREEMENT is dated as of August 2, 2000 and entered into by and between HOLLYWOOD ENTERTAINMENT CORPORATION ("Grantor") and SOCIETE GENERALE, acting in its capacity as Agent for itself and the other financial institutions as defined in the Credit Agreement referred to below (in such capacity herein called "Secured Party").

**W I T N E S S E T H**

WHEREAS, Secured Party entered into a Revolving Credit Agreement dated as of September 5, 1997 (said Credit Agreement, as it may be amended, supplemented or restated from time to time, being the "Credit Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) with Grantor, pursuant to which Secured Party made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain facilities to Grantor.

WHEREAS, as a condition precedent to the initial extensions of credit by Secured Party under the Credit Agreement, Grantor executed and delivered to Secured Party that certain Trademark Mortgage and Security Agreement dated as of September 11, 1997 (the "Trademark Security Agreement"), whereby, pursuant to Section 1 of the Trademark Security Agreement, Grantor granted to Secured Party a security interest in all of such Grantor's right, title, and interest in and to the Trademarks (as defined in the Trademark Security Agreement) and the goodwill associated therewith and proceeds thereof, including the United States trademark registrations and applications listed on Exhibit 1 of the Trademark Security Agreement (collectively, the "Property") whether then or thereafter existing or in which such Grantor then or thereafter acquired an interest.

NY2 - 1106192.1



WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 5, 1999 at Reel 1941, Frame 367, against the United States trademark registrations and trademark applications listed on Exhibit 1.

WHEREAS, the Grantor has acquired the trademark registrations and applications set forth in the attached Exhibit 1.1 since the execution of the Trademark Security Agreement.

WHEREAS, Secured Party and Grantor desire and have agreed to amend the Trademark Security Agreement by amending Exhibit 1 thereto to add the trademark applications and registrations set forth in the attached Exhibit 1.1

NOW, THEREFORE, Secured Party and Grantor agree as follows:

1. The Trademark Security Agreement is hereby amended by adding the trademark registrations and applications, set forth in the attached Exhibit 1.1, to Exhibit 1 of the Trademark Security Agreement.
2. All terms and provisions of the Trademark Security Agreement apply to the trademark registrations and applications set forth in the attached Exhibit 1.1 as if such trademark registrations and applications were set forth on the original Exhibit 1 to the Trademark Security Agreement and to the same extent as each other Trademark.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HOLLYWOOD ENTERTAINMENT CORPORATION

By: 

Title: Senior Vice President

NY2 - 1106192.1



SOCIETE GENERALE, as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Oregon } ss.:  
COUNTY OF Multnomah

On this 2<sup>nd</sup> day of August 2000, before me personally came  
Donald J. Ekman, to me known, who being by me duly sworn, did depose and  
say that he/she resides at Lake Oswego, Oregon; that he/she is the  
Senior Vice President of HOLLYWOOD ENTERTAINMENT CORPORATION, the  
corporation described in and which executed the foregoing instrument; and that he/she signed  
his/her name thereto by authority of the Board of Directors of said corporation.

Denise J. Davis  
Notary Public



STATE OF \_\_\_\_\_ } ss.:  
COUNTY OF \_\_\_\_\_

On this 2<sup>nd</sup> day of August 2000, before me personally came  
\_\_\_\_\_, to me known, who being by me duly sworn, did depose and  
say that he/she resides at \_\_\_\_\_; that he/she is the  
\_\_\_\_\_ of SOCIETE GENERALE, the corporation described in and which  
executed the foregoing instrument; and that he/she signed his/her name thereto by authority of  
the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

NY2 - 1106192.1

TRADEMARK  
REEL: 002321 FRAME: 0543



SOCIETE GENERALE, as Agent

By:

Title:

[Signature]  
Director

STATE OF  
COUNTY OF

} ss.:

On this \_\_\_\_ day of August \_\_, 2000, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of HOLLYWOOD ENTERTAINMENT CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF  
COUNTY OF

New York  
New York

} ss.:

On this 2<sup>nd</sup> day of August \_\_, 2000, before me personally came Robert Taplett, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_; that he/she is the Director of SOCIETE GENERALE, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

[Signature]  
Notary Public

GEORGE M. LEE  
Notary Public, State of New York  
No. 01LE5053629  
Qualified in Suffolk County  
Commission Expires Dec. 26, ~~2000~~ 2001

NY2 - 1106192.1

RECORDED: 06/08/2001

TRADEMARK  
REEL: 002321 FRAME: 0544